

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

AMENDMENT AND RATIFICATION OF PAID UP OIL AND GAS LEASE

THE STATE OF TEXAS §
§ WITNESSETH:
COUNTY OF TARRANT §

WHEREAS, Devon Energy Holdings, L.L.C., a Texas Limited Liability Company; Collins & Young Holdings, L.P.; Southern California Public Power Authority, acting for the Benefit of the Cities of Anaheim, Burbank, Colton and Pasadena; and, Turlock Irrigation District; (hereinafter referred to as "Lessee"), are the present record title owners of all right, title, and interest in and under the following described oil and gas lease:

(DEHLLC #42-6001221-000) Paid Up Oil and Gas Lease, dated July 1, 2005, between CL Texas, LP, a Texas Limited Partnership, 14755 Preston Road, Suite 710, Dallas, Texas 75254, as Lessor, and Chief Holdings LLC, 8111 Preston Road, Suite 600, Dallas, Texas 75225, as Lessee, (hereinafter referred to as the "CL Lease"), covering 635.93 acres of land, more or less, out of the J. J. Albirado Survey, A-4, and the R. J. Ware Survey, A-2008, Tarrant County, Texas, for which a Memorandum of Paid Up Oil, Gas and Mineral Lease was filed for registration on July 20, 2005 as Instrument #D205208250 of the Official Records of Tarrant County, Texas, as therein described, reference to which lease is hereby made for all purposes.

WHEREAS, the undersigned Lessor is the present record owner of the mineral leasing rights and royalty interests under said Lease;

WHEREAS, Lessee and Lessor mutually agree to amend the terms of said Lease;

NOW THEREFORE, for a valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed by Lessor and Lessee that said CL Lease shall be and is hereby amended according to the terms and conditions contained in that certain Letter Agreement dated April 16, 2008 by and between Devon Energy Corporation and CL Texas, LP, and that certain Letter Agreement dated July 23, 2008 by and between Devon Energy Corporation and CL Texas, LP.

Lessor does hereby GRANT, LEASE, and LET the lands described in said CL Lease, pursuant to all of the terms and provisions of said CL Lease, as hereby amended, unto Lessee.

For the same consideration recited above, Lessor and Lessee do hereby adopt, ratify and confirm said CL Lease in all of its terms and provisions, as herein amended, and agree and declare that said CL Lease, as amended herein, is a valid and subsisting Paid Up Oil and Gas Lease, and is binding upon the Lessor and Lessee, and the Lessor's

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1181-021

and Lessee's heirs, executors, administrators, personal representatives, successors, and assigns.

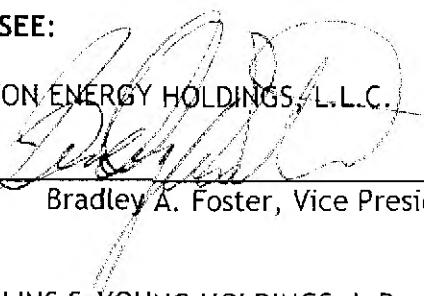
Except as hereby amended, all other terms and conditions shall remain in full force and effect as presently written.

This instrument may be executed in multiple counterparts, each of which shall have the effect of execution of the original instrument. Failure of any party to execute a counterpart shall not render this instrument ineffective as to any other party who does execute a counterpart, but shall be binding upon the executing parties, their successors and assigns. Executed counterparts may be combined into one or more instruments for recordation by combining the signature pages and acknowledgments, and the executing parties agree that the instruments shall be effective for all purposes a single instrument.

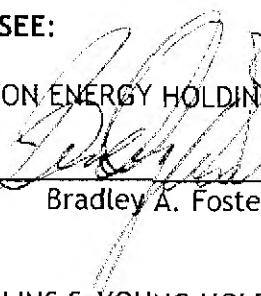
In Witness Whereof, the undersigned parties have set their hands on this the July
31 day of August, 2008.

LESSEE:

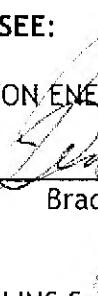
DEVON ENERGY HOLDINGS, L.L.C.

By: 
Bradley A. Foster, Vice President

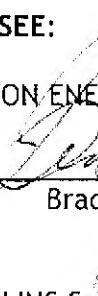
COLLINS & YOUNG HOLDINGS, L.P.
by its General Partner, Collins and Young, L.L.C.

By: 
George M. Young, Jr., President

SOUTHERN CALIFORNIA PUBLIC POWER
AUTHORITY, acting for the Benefit of the
Cities of Anaheim, Burbank, Colton and Pasadena

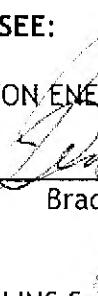
By: 
Bill D. Carnahan, Executive Director

TURLOCK IRRIGATION DISTRICT

By: 
Willie Manuel
Resource Planning Department Manager

LESSOR:

CL TEXAS LP, a Texas Limited Partnership
By: CL Texas I GP LLC, its General Partner

By: 

and Lessee's heirs, executors, administrators, personal representatives, successors, and assigns.

Except as hereby amended, all other terms and conditions shall remain in full force and effect as presently written.

This instrument may be executed in multiple counterparts, each of which shall have the effect of execution of the original instrument. Failure of any party to execute a counterpart shall not render this instrument ineffective as to any other party who does execute a counterpart, but shall be binding upon the executing parties, their successors and assigns. Executed counterparts may be combined into one or more instruments for recordation by combining the signature pages and acknowledgments, and the executing parties agree that the instruments shall be effective for all purposes a single instrument.

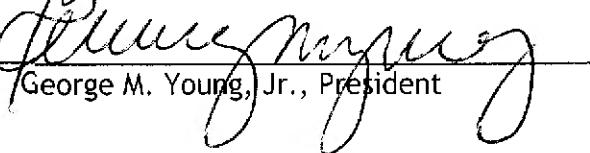
In Witness Whereof, the undersigned parties have set their hands on this the 31 day of ^{July} August, 2008.

LESSEE:

DEVON ENERGY HOLDINGS, L.L.C.

By: _____
Bradley A. Foster, Vice President

COLLINS & YOUNG HOLDINGS, L.P.
by its General Partner, Collins and Young, L.L.C.

By: 
George M. Young, Jr., President

SOUTHERN CALIFORNIA PUBLIC POWER
AUTHORITY, acting for the Benefit of the
Cities of Anaheim, Burbank, Colton and Pasadena

By: _____
Bill D. Carnahan, Executive Director

TURLOCK IRRIGATION DISTRICT

By: _____
Willie Manuel
Resource Planning Department Manager

LESSOR:

CL TEXAS LP, a Texas Limited Partnership
By: CL Texas I GP LLC, its General Partner

By: _____

and Lessee's heirs, executors, administrators, personal representatives, successors, and assigns.

Except as hereby amended, all other terms and conditions shall remain in full force and effect as presently written.

This instrument may be executed in multiple counterparts, each of which shall have the effect of execution of the original instrument. Failure of any party to execute a counterpart shall not render this instrument ineffective as to any other party who does execute a counterpart, but shall be binding upon the executing parties, their successors and assigns. Executed counterparts may be combined into one or more instruments for recordation by combining the signature pages and acknowledgments, and the executing parties agree that the instruments shall be effective for all purposes a single instrument.

In Witness Whereof, the undersigned parties have set their hands on this the 31 day of ^{JWY} August, 2008.

LESSEE:

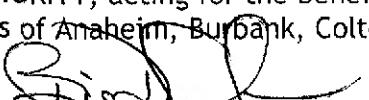
DEVON ENERGY HOLDINGS, L.L.C.

By: _____
Bradley A. Foster, Vice President

COLLINS & YOUNG HOLDINGS, L.P.
by its General Partner, Collins and Young, L.L.C.

By: _____
George M. Young, Jr., President

SOUTHERN CALIFORNIA PUBLIC POWER
AUTHORITY, acting for the Benefit of the
Cities of Anaheim, Burbank, Colton and Pasadena

By: 
Bill D. Carnahan, Executive Director

TURLOCK IRRIGATION DISTRICT

By: _____
Willie Manuel
Resource Planning Department Manager

LESSOR:

CL TEXAS LP, a Texas Limited Partnership
By: CL Texas I GP LLC, its General Partner

By: _____

and Lessee's heirs, executors, administrators, personal representatives, successors, and assigns.

Except as hereby amended, all other terms and conditions shall remain in full force and effect as presently written.

This instrument may be executed in multiple counterparts, each of which shall have the effect of execution of the original instrument. Failure of any party to execute a counterpart shall not render this instrument ineffective as to any other party who does execute a counterpart, but shall be binding upon the executing parties, their successors and assigns. Executed counterparts may be combined into one or more instruments for recordation by combining the signature pages and acknowledgments, and the executing parties agree that the instruments shall be effective for all purposes a single instrument.

In Witness Whereof, the undersigned parties have set their hands on this the 31 day of ^{July} 2008.

LESSEE:

DEVON ENERGY HOLDINGS, L.L.C.

By: _____
Bradley A. Foster, Vice President

COLLINS & YOUNG HOLDINGS, L.P.
by its General Partner, Collins and Young, L.L.C.

By: _____
George M. Young, Jr., President

SOUTHERN CALIFORNIA PUBLIC POWER
AUTHORITY, acting for the Benefit of the
Cities of Anaheim, Burbank, Colton and Pasadena

By: _____
Bill D. Carnahan, Executive Director

TURLOCK IRRIGATION DISTRICT
By: _____ 3/2/08
Willie Manuel
Resource Planning Department Manager

LESSOR:

CL TEXAS LP, a Texas Limited Partnership
By: CL Texas I GP LLC, its General Partner

By: _____

and Lessee's heirs, executors, administrators, personal representatives, successors, and assigns.

Except as hereby amended, all other terms and conditions shall remain in full force and effect as presently written.

This instrument may be executed in multiple counterparts, each of which shall have the effect of execution of the original instrument. Failure of any party to execute a counterpart shall not render this instrument ineffective as to any other party who does execute a counterpart, but shall be binding upon the executing parties, their successors and assigns. Executed counterparts may be combined into one or more instruments for recordation by combining the signature pages and acknowledgments, and the executing parties agree that the instruments shall be effective for all purposes a single instrument.

In Witness Whereof, the undersigned parties have set their hands on this the 31 ^{July} day of August, 2008.

LESSEE:

DEVON ENERGY HOLDINGS, L.L.C.

By: _____
Bradley A. Foster, Vice President

COLLINS & YOUNG HOLDINGS, L.P.
by its General Partner, Collins and Young, L.L.C.

By: _____
George M. Young, Jr., President

SOUTHERN CALIFORNIA PUBLIC POWER
AUTHORITY, acting for the Benefit of the
Cities of Anaheim, Burbank, Colton and Pasadena

By: _____
Bill D. Carnahan, Executive Director

TURLOCK IRRIGATION DISTRICT

By: _____
Willie Manuel
Resource Planning Department Manager

LESSOR:

CL TEXAS LP, a Texas Limited Partnership
By: CL Texas I GP LLC, its General Partner

By: 

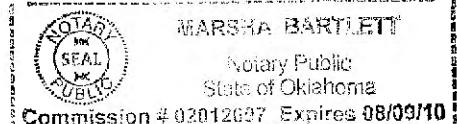
Charles T. Etheredge, Jr.
Executive Vice President

ACKNOWLEDGMENTS

STATE OF OKLAHOMA §

COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on this the 31st day of July, 2008, by Bradley A. Foster, as Vice President of **DEVON ENERGY HOLDINGS, L.L.C.**, a Texas limited liability company.



Marsha Bartlett
Notary Public, State of Oklahoma

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me on this the _____ day of _____, 2008, by George M. Young, Jr, as President of Collins and Young, L.L.C., a Texas limited liability company, as General Partner of **Collins & Young Holdings, L.P.**, a Texas limited partnership, on behalf of the partnership.

Notary Public, State of Texas

STATE OF CALIFORNIA §

COUNTY OF LOS ANGELES §

On _____, before me, the undersigned, a Notary Public in and for said State, personally appeared Bill D. Carnahan, on behalf of **Southern California Public Power Authority**, acting for the benefit of the Cities of Anaheim, Burbank, Colton and Pasadena, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public, State of California

STATE OF CALIFORNIA §

COUNTY OF STANISLAUS §

On _____, before me, the undersigned, a Notary Public in and for said State, personally appeared Willie Manuel, on behalf of **Turlock Irrigation District**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public, State of California

ACKNOWLEDGMENTS

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA

This instrument was acknowledged before me on this _____ day
of _____, 2008, by Bradley A. Foster, as Vice President of **DEVON**
ENERGY HOLDINGS, L.L.C., a Texas limited liability company.

Notary Public, State of Oklahoma

STATE OF TEXAS
COUNTY OF TARRANT

The foregoing instrument was acknowledged before me on this the 10th day of August, 2008, by George M. Young, Jr., as President of Collins and Young, L.L.C., a Texas limited liability company, as General Partner of Collins & Young Holdings, L.P., a Texas limited partnership, on behalf of the partnership.

Notary Public, State of Texas

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On _____, before me, the undersigned, a Notary Public in and for said State, personally appeared Bill D. Carnahan, on behalf of Southern California Public Power Authority, acting for the benefit of the Cities of Anaheim, Burbank, Colton and Pasadena, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public, State of California

STATE OF CALIFORNIA
COUNTY OF STANISLAUS

On _____, before me, the undersigned, a Notary Public in and for said State, personally appeared Willie Manuel, on behalf of Turlock Irrigation District, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public, State of California

ACKNOWLEDGMENTS

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA

This instrument was acknowledged before me on this _____ day
of _____, 2008, by Bradley A. Foster, as Vice President of **DEVON**
ENERGY HOLDINGS, L.L.C., a Texas limited liability company.

Notary Public, State of Oklahoma

STATE OF TEXAS
COUNTY OF TARRANT

The foregoing instrument was acknowledged before me on this the _____ day of _____, 2008, by George M. Young, Jr., as President of Collins and Young, L.L.C., a Texas limited liability company, as General Partner of **Collins & Young Holdings, L.P.**, a Texas limited partnership, on behalf of the partnership.

Notary Public, State of Texas

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

WITNESS my hand and official seal.

is Attached to:
An Acknowledgement
for Bill D. Carnahan
Sue Hasseler, Notary Public

Notary Public State of California

STATE OF CALIFORNIA
COUNTY OF STANISLAUS

On _____, before me, the undersigned, a Notary Public in and for said State, personally appeared Willie Manuel, on behalf of **Turlock Irrigation District**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

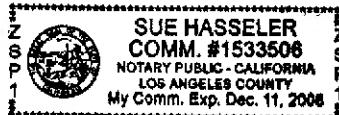
Notary Public, State of California

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On August 28, 2008 before me, Sue Hasseler, A notary public,
Date Here Insert Name and Title of the Officer
personally appeared Bill D. Carnahan
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Amendment and Ratification of Paid Oil and Gas Lease

Document Date: _____ Number of Pages: _____

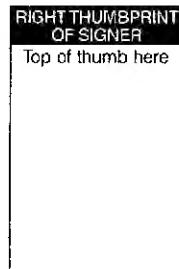
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

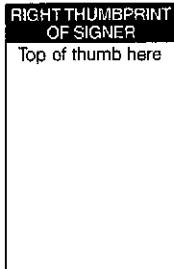
Signer Is Representing: _____



Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



ACKNOWLEDGMENTS

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA

This instrument was acknowledged before me on this _____ day
of _____, 2008, by Bradley A. Foster, as Vice President of DEVON
ENERGY HOLDINGS, L.L.C., a Texas limited liability company.

Notary Public, State of Oklahoma

STATE OF TEXAS
COUNTY OF TARRANT

Notary Public, State of Texas

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On _____, before me, the undersigned, a Notary Public in and for said State, personally appeared Bill D. Carnahan, on behalf of Southern California Public Power Authority, acting for the benefit of the Cities of Anaheim, Burbank, Colton and Pasadena, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

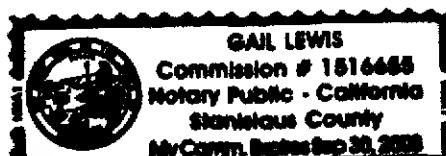
Notary Public, State of California

STATE OF CALIFORNIA
COUNTY OF STANISLAUS

On September 2, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared Willie Manuel, on behalf of Turlock Irrigation District, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Sail Lewis
Notary Public, State of California



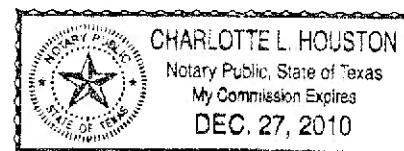
THE STATE OF TEXAS

§
§
§

COUNTY OF Travis

This instrument was acknowledged before me on this 25 day of August 2008, by Charles T. Etheridge Jr., EVP, of CL Texas I GP LLC, a general partner of CL Texas LP, on behalf of CL Texas LP, a Texas Limited Partnership.

Charlotte L. Houston
Notary Public, State of Texas





DEVON ENERGY PRODUCTION COMPANY
P O BOX 450

DECATUR TX 76234

Submitter: DEVON

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 10/10/2008 10:00 AM
Instrument #: D208389090
ORR 13 PGS \$60.00

By: _____



D208389090

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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